

INSTRUMENT WAS PREPARED BY:

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SEND TAX NOTICE TO:

Mutual Savings Credit Union
2040 Valleydale Road
Birmingham, Alabama 35236

STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, that whereas, **S&S DEVELOPMENT, LIMITED LIABILITY COMPANY**, an Alabama limited liability company (herein referred to as the "Borrower"), is justly indebted to **MUTUAL SAVINGS CREDIT UNION** (herein referred to as the "Grantee"), as evidenced by that certain Promissory Note dated as of June 22, 2005, as amended by that certain Commercial Note Modification, Extension and Renewal Agreement dated as of September 11, 2006, as amended further by that certain Commercial Note Modification, Extension and Renewal Agreement dated as of August 10, 2007, as amended further by that certain Commercial Note Modification, Extension and Renewal Agreement dated as of November 30, 2007 (collectively, the "Promissory Note"); and

WHEREAS, in connection with the execution of the Promissory Note and as security for the indebtedness related thereto, the Borrower executed, in favor of the Grantee, as mortgagee and secured party, a certain Commercial Mortgage, Assignment of Rents and Leases and Security Agreement dated as of June 22, 2005, and recorded on October 27, 2005, in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20051027000559730, as amended by that certain Mortgage and Note Modification Agreement dated as of September 11, 2006, and recorded on December 12, 2006 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20061212000600280, and further amended by that certain Partial Release of Recorded Lien dated November 19, 2007, and recorded on November 27, 2007 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 20071127000539470 (collectively, the "Mortgage"), with such Mortgage covering certain real property more particularly described in Exhibit A (the "Property"); and

WHEREAS, by the terms of the Mortgage, default matured the entire indebtedness secured thereby, and as a result, Grantee, as mortgagee and secured party, was empowered and authorized, after giving notice of the time, place and terms of sale once a week for four (4) consecutive weeks in a newspaper of general circulation published in Shelby County, Alabama, to sell said Property at public outcry to the highest bidder for cash, at which sale the Grantee, as mortgagee and secured party, was authorized to bid, and if the highest bidder therefore, to become the purchaser of said Property; and

WHEREAS, default was made under the terms of the Mortgage, and Grantee, as mortgagee and secured party, did declare all indebtedness secured by the Mortgage owing; and

WHEREAS, pursuant to the terms of the Mortgage as well as that certain Final Judgment of Foreclosure of the Shelby County Circuit Court entered as of June 4, 2010, in Civil Action No. 2009-900938, the Grantee, as mortgagee and secured party, provided due and proper notice of the foreclosure of said Mortgage by publication in the Shelby County Reporter, a newspaper of general circulation published in Shelby County, Alabama, in its issues of June 16, June 23, June 30, and July 7, 2010; and

WHEREAS, on July 14, 2010, pursuant to the terms of the Mortgage as well as the Final Judgment of Foreclosure of the Shelby County Circuit Court entered as of June 4, 2010, in Civil Action No. 2009-900938, the Property was sold at public outcry to the highest bidder for cash, in front of the main entrance of the Courthouse at Shelby County, Alabama, during the legal hours of sale; and

WHEREAS, Neeli G. Shah was the auctioneer who conducted said foreclosure sale and was the person conducting the sale for the Grantee, as mortgagee and secured party; and

WHEREAS, the Grantee, as mortgagee and secured party, was the highest and best bidder for said Property with its bid of One Million Twenty Two Thousand Five Hundred and NO/100 Dollars (\$1,022,500.00).

NOW, THEREFORE, in consideration of the premises and the sum of One Million Twenty Two Thousand Five Hundred and NO/100 Dollars (\$1,022,500.00), the Grantee, by and through Neeli G. Shah, as auctioneer conducting said sale, does hereby grant, bargain, sell, and convey unto the Grantee, as mortgagee and secured party, the Property.

TO HAVE AND TO HOLD the above-described Property unto the Grantee.


IN WITNESS WHEREOF, the Grantee has caused these presents to be executed by and through the undersigned auctioneer conducting said sale, duly authorized on this the 4th day of August, 2010.

MUTUAL SAVINGS CREDIT UNION

By: Neeli G. Shah
Neeli G. Shah, Attorney and Auctioneer

STATE OF ALABAMA
SHELBY COUNTY

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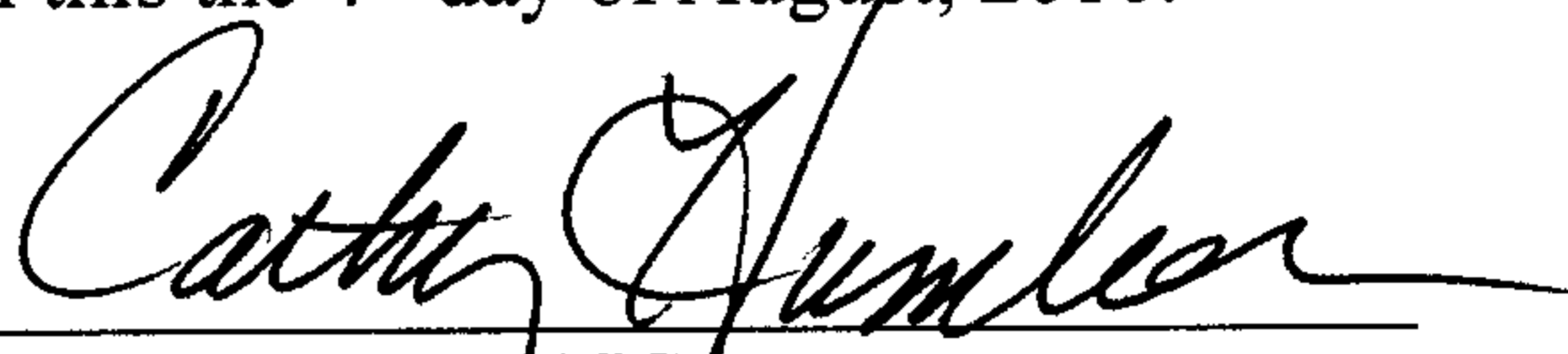

20100804000248760 3/4 \$25.00
Shelby Cnty Judge of Probate, AL
08/04/2010 11:30:36 AM FILED/CERT

I, the undersigned authority, a Notary Public in the aforesaid County in said State, hereby certify that Neeli G. Shah, whose name as Attorney and Auctioneer for MUTUAL SAVINGS CREDIT UNION, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Attorney and with full authority, executed the same voluntarily for and as the act of said parties.

Given under my hand and official seal this the 4th day of August, 2010.

My Commission Expires:

MY COMMISSION EXPIRES 11/09/2013


NOTARY PUBLIC



20100804000248760 4/4 \$25.00
Shelby Cnty Judge of Probate, AL
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Exhibit A

[Legal Description of Real Estate]

A parcel of land situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 22 South, Range 2 West, City of Calera, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of above said section, township, and range; thence South 00 degrees 00 minutes 00 seconds West, a distance of 333.69 feet to the POINT OF BEGINNING; thence South 00 degrees 11 minutes 38 seconds West, a distance of 333.48 feet; thence North 89 degrees 18 minutes 16 seconds East, a distance of 159.35 feet to a point on the westerly R.O.W. line of U.S. Highway #31; thence South 21 degrees 19 minutes 14 seconds East and along said R.O.W. line, a distance of 528.77 feet to a point; said point being the beginning of a non-tangent curve to the right, having a radius of 1,382.65 feet, a central angle of 02 degrees 56 minutes 55 seconds and subtended by a chord which bears South 20 degrees 07 minutes 46 seconds East, and a chord distance of 71.15 feet; thence along the arc of said curve and said R.O.W. line, a distance of 71.16 feet; thence South 73 degrees 38 minutes 17 seconds West, and leaving said R.O.W. line, a distance of 392.79 feet; thence North 87 degrees 44 minutes 47 seconds West, a distance of 642.75 feet; thence North 01 degrees 00 minutes 50 seconds East, a distance of 968.14 feet; thence North 89 degrees 14 minutes 26 seconds East, a distance of 627.11 feet to the POINT OF BEGINNING. According to the survey of Rodney Shiflett, dated December 28, 2004.

LESS AND EXCEPT:

A parcel of land located in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence in a Southerly direction along the Easterly line of said Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ a distance of 333.69 feet; thence 00 degrees 03 minutes 01 seconds right in a Southerly direction a distance of 333.53 feet to the point of beginning; thence continue along the last described course, a distance of 315.02 feet to the beginning of a curve to the left having a radius of 150.00 feet and a central angle of 22 degrees 06 minutes 25 seconds; thence left in a Southeasterly direction along the arc of said curve a distance of 57.88 feet to the beginning of a curve to the left having a radius of 25.00 feet and central angle of 95 degrees 01 minutes 10 seconds; thence left in a Southeasterly and Northeasterly direction along the arc of said curve a distance of 41.46 feet to the beginning of a curve to the right having a radius of 137.50 feet and a central angle of 10 degrees 42 minutes 14 seconds; thence right in a Northeasterly direction along the arc of said curve a distance of 25.60 feet to the end of said curve; thence continue in a Northeasterly direction along a line tangent from said curve a distance of 222.22 feet to a point on the Southwesterly ROW line of U.S. Highway Number 31; thence an Interior angle to the right from the last described course of 88 degrees 16 minutes 59 seconds in a Northwesterly direction and along said Southwesterly Right-of-Way line a distance of 323.92 feet; thence an interior angle to the right from the last described course of 110 degrees 37 minutes 30 seconds in a Westerly direction a distance of 159.35 feet to the point of beginning.